

2127
JH
PATENT
A69999

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT APPLICATION

Applicant(s) : Daniel H. Illowsky

Application No. : 09/706,616 Confirmation No. 8519

Filed : November 4, 2000

For : SYSTEM AND METHOD FOR THIN
PROCEDURAL MULTIMEDIA PLAYER RUN-
TIME ENGINE HAVING APPLICATION
PROGRAM LEVEL COOPERATIVE MULTI-
THREADING AND CONSTRAINED RESOURCE
RETRY WITH ANTI-STALL FEATURES

Examiner : M.A. Banankhah

Group Art Unit : 2127

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

REVOCATION OF POWER OF ATTORNEY,
NEW POWER OF ATTORNEY BY ASSIGNEE,
AND CHANGE OF CORRESPONDENCE ADDRESS

Under the provisions of 37 C.F.R. § 3.71, the undersigned assignee of record of the entire interest in the above-identified patent application, hereby elects to prosecute any proceedings involving this patent application to the exclusion of the applicant(s).

Pursuant to 37 C.F.R. § 3.73(b), INDEX SYSTEMS, INC., a corporation, states that it is the assignee of

record of the entire right, title, and interest in the above-identified patent application by virtue of a chain of title from the inventor(s), of the above-identified patent application, to the current assignee as shown below:

1. Assignment from DANIEL H. ILLOWSKY to STORYMAIL dated November 4, 2000. A copy of said Assignment document is enclosed herewith.

2. Assignment from STORYMAIL to INDEX SYSTEMS dated April 30, 2002. The Assignment document was recorded in the United States Patent and Trademark Office at Reel 013100, Frames 0782-0786.

The assignee hereby revokes any powers of attorney previously granted in the above-identified patent application and appoints Samir Armaly, Esq., Reg. No. 40,898, and Eric S. Chen, Esq., Reg. No. 43,542, its attorneys with power of substitution, and with power of appointment of associate attorneys, and of revocation of their powers, to prosecute any proceedings involving this patent and any divisions, continuations in whole or in part, renewals and reissues of the same, to receive correspondence, and to transact all business in the Patent and Trademark Office connected therewith;

and assignee requests the correspondence address for the above-identified patent application be changed to

and that communications be sent to:

Eric S. Chen, Esq.
GEMSTAR-TV GUIDE INTERNATIONAL, INC.
6922 Hollywood Boulevard
Los Angeles, CA 90028

and that telephone calls be directed to:

Eric S. Chen, Esq.
(323) 817-4600

Pursuant to 37 C.F.R. § 3.73(b), the undersigned hereby certifies that the evidentiary documents have been reviewed and, to the best of assignee's knowledge and belief, title is in assignee.

Pursuant to 37 C.F.R. § 3.73(b)(2)(i), the undersigned hereby certifies that I am authorized to act on behalf of the assignee.

The undersigned hereby declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize

the validity of the application or any patent issued thereon.

INDEX SYSTEMS, INC.
ASSIGNEE

SEPT. 17, 2004
Date
(323) 817-4600

By: 
Samir Armaly
Vice President, Intellectual
Property & Licensing

Enclosure: (1) Assignment Document of November 4, 2000

ASSIGNMENT

WHEREAS, *DANIEL H. ILLOWSKY* of *Cupertino, California* has invented certain new and useful improvements in **SYSTEM AND METHOD FOR THIN PROCEDURAL MULTIMEDIA PLAYER RUN-TIME ENGINE HAVING APPLICATION PROGRAM LEVEL COOPERATIVE MULTI-THREADING AND CONSTRAINED RESOURCE RETRY WITH ANTI-STALL FEATURES** and has executed an application for a United States patent disclosing and identifying the invention; and

WHEREAS, StoryMail.net, a corporation of the State of California, having a place of business at *15729 Los Gatos Boulevard, Los Gatos, California 95032*, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, for a valuable consideration receipt whereof is hereby acknowledged:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any

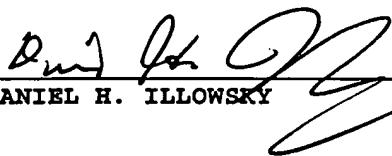
applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee on the date set forth below:

November 4, 2000
Date



DANIEL H. ILLOWSKY

State of California)
:)
County of Santa Clara)

On November 4, 2000, before me, Kathleen M. Smith, Notary Public of the State of California, personally appeared DANIEL H. ILLOWSKY, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen M. Smith

(Seal)